

BID DOCUMENTS

FOR

Demolition and Site Clearance at 12 Burns Drive

April 20, 2021



City of Cabot

101 North Second Street

Cabot, Arkansas 72023

(501) 843-3566 - Phone • (501)-941-3127 – Fax

BID DOCUMENTS

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ADVERTISEMENT FOR BID

Sealed Bids for the Demolition and Site Clearance at 12 Burns Drive will be received by: City of Cabot, at the office of the City Clerk Treasurer, 101 North Second Street, Cabot, Arkansas 72023, until 10:00 am, on May 6, 2021 and then at said office publicly opened and read aloud.

The Bid Documents may be procured after 9:00 am on Monday, April 26, 2021 at 101 North Second Street, Cabot, Arkansas 72023.

Sealed Bids shall be delivered as follows:

- Via hand delivery to the attention of Tammy Yocom, Cabot City Clerk Treasurer, Cabot City Hall, 101 North Second Street, Cabot, AR 72023

OR

- Via mail to the attention of Tammy Yocom, 101 North Second Street, Cabot, AR 72023

INFORMATION FOR BIDDERS

Bids will be received by the City of Cabot (herein called the "City") at 101 North First Street, Cabot, Arkansas 72023 until 10:00 am, on May 6, 2021 and then at said office publicly opened and read aloud.

Sealed Bids shall be delivered as follows:

- Via hand delivery to the attention of Tammy Yocom, Cabot City Clerk Treasurer, Cabot City Hall, 101 North Second Street, Cabot, AR 72023

OR

- Via mail to the attention of Tammy Yocom, 101 North Second Street, Cabot, AR 72023

Each sealed Bid should bear the Bidder's name, address, and phone number and be plainly labeled on the outside of the envelope as: **DEMOLITION AND SITE CLEARANCE AT 12 BURNS DRIVE, CITY OF CABOT, AR.**

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in with ink or typewritten, and the Bid form must be fully completed and executed when submitted. The Bid Documents must be submitted in their entirety with all necessary supporting documents included in the package. The City may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The City shall provide the Bidders prior to the Bid opening, all information that is pertinent to, and describes the scope of work in this contract.

The Bid Documents contain the provisions required for the execution of the contract. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the contractor from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the City for five percent (5%) of the total amount of the Bid. As soon as the Bid prices have been compared, the City will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed the Bonds

of the two remaining unsuccessful Bidders will be returned. A certified check for five percent (5%) of the amount Bid may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond each in the amount of one-hundred percent (100%) of the contract price, with a corporate surety approved by the City, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds, Payment Bonds, and/or Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement, and obtain the Performance Bond and Payment Bond within then (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the City may consider the Bidder in default; in which case the Bid Bond accompanying the Bid shall become the property of the City.

The City within ten (10) days from receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the City not execute the Agreement within such period, the Bidder may by Written Notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the City and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Bidder must present satisfactory evidence that he has been regularly engaged in the type of work bid upon, giving the length of time so engaged, and that he is fully prepared with the necessary capital, material, machinery, and expert workmen to perform the contract.

The City may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

A conditional or non-qualifying Bid will not be accepted.

Award will be made to the lowest responsible Bidder.

All applicable laws of the State of Arkansas, ordinances and the rules and regulations of all authorities having jurisdictions over the contract shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Bid Documents and quantity and content of the site. The failure or omissions of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.

Further, the Bidder agrees to abide by the requirements set forth in the attached Exhibits.

BID

Bid of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____ doing business as _____* to the City of Cabot (hereinafter called "City").

In compliance with your Advertisement for Bids, Bidder hereby proposes to provide all supervision, materials, equipment, and labor for: DEMOLITION AND SITE CLEARANCE AT 12 BURNS DRIVE, CABOT, AR in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed.

Bidder acknowledges receipt of the following Addendum:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID FORM

BASE BID (Demolition and Site Clearance)

Description	Qty	Total
1. 12 Burns Drive	Lump sum	\$_____
Total Bid (Demolition and Site Clearance)		\$_____

BID BOND

Know all men by these presents, that we, the undersigned, _____,
as Principal, and _____ as Surety, are hereby held and
firmly bound unto the City of Cabot, in the penal sum of _____ for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the City
of Cabot a certain Bid attached hereto and hereby made a part hereof to enter into a contract in
writing, for the DEMOLITION AND SITE CLEARANCE AT 12 BURNS DRIVE, CABOT, AR.

Now, therefore,

- (a) If Said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attachment hereto (properly completed in accordance with said
Bid) and shall furnish a Bond for faithful performance of said contract, and for the
payment of all persons performing labor furnishing materials in connection therewith,
and shall in all other respects perform the agreement created by the acceptance of
said Bid, then this obligation shall be void, otherwise the same shall remain in force
and effect; it being expressly understood and agreed that the liability of the Surety for
any and all claims hereunder shall, in no event, exceed the penal amount of this
obligation as herein said.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety
and its Bond shall be in no way impaired or affected by any extension of the time within which
the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

In witness whereof, the Principal and the Surety have hereunto set their hands and seals, and
such of them as are corporations have caused their corporate seals to be hereto affixed and these
presents to be signed by their proper officers the day and year first set forth above.

Principal

Surety

By: _____

Important – Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized in accordance with Section 23 of the Supplemental General Conditions to transact business in the State of Arkansas.

PERFORMANCE BOND

Know All Persons By These Presents that _____ a
_____, hereinafter called Principal, and:

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto the City of Cabot, 101 North Second Street, Cabot, Arkansas 72023, (hereinafter called "City") in the total aggregate penal sum of, (as shown in Bid), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the City dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the DEMOLITION AND SITE CLEARANCE AT 12 BURNS DRIVE, CABOT,

AR.

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the City with or without notice to the Surety and during the one year guaranty period and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Provided, further, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%). So as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in the Bond, and whether referring to this Bond, the Contract or the Loan Documents shall include any alteration, addition, extensions, or modification of any character whatsoever.

Provided. Further, that no final settlement between the City and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The City is the only beneficiary hereunder.

In Witness Whereof, this instrument is executed in _____ counterparts, each one
(Number)
of which shall be deemed an original, this _____ day of _____ 20_____.

ATTEST:

_____	Principal
(Principal) Secretary	
(SEAL)	By: _____

_____	_____
(Witness as to Principal)	(Address)

(Address)	
_____	_____
	(Surety)

ATTEST:

_____	By: _____
Witness to Surety	Attorney-in-Fact
_____	_____
(Address)	(Address)

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be in accordance with Section 23 of the Supplemental General Conditions and be authorized to transact business in the State of Arkansas.

PAYMENT BOND

Know All Person by These Presents that:

_____ a _____,
(hereinafter called "Principal") and:

(Name of Surety)

Hereinafter called Surety, are held and firmly bound unto The City of Cabot (hereinafter called "City"), 101 North Second Street, Cabot, Arkansas 72023, unto all persons, firms and corporations who or which may furnish labor, or show furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of, (as shown in Bid documents), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

The conditions of this obligation are such that whereas, the Principal entered into a certain contract with the City dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for DEMOLITION AND SITE CLEARANCE AT 12 BURNS DRIVE, CABOT, AR.

Now, therefore, if the Principal shall promptly make payments to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tolls, consumed or used in connection with the construction of such work, and for all labor cost incurred in such work including that by a subcontractor, and to any mechanic or material man lienholder whether it acquires its lien by operations of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

Provided, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and person, firms and corporations having a direct contract with the Principal or its subcontractors.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

Provided, further, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with Principal, shall have given written notice to any two of the following: The Principal, the City or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last

of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, is being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Provided, further, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", whenever used in this Bond and whether referring to this Bond, the contract or the Bid Documents shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Witness whereof, this instrument is executed in 6 counterparts, each of which shall be deemed an original, this _____ day of _____ 20____.

ATTEST:

_____	Principal
(Principal) Secretary	
(SEAL)	By: _____

_____	_____
(Witness as to Principal)	(Address)

(Address)	
_____	_____
	(Surety)

ATTEST:

Witness to Surety

By: _____
Attorney-in-Fact

(Address)

(Address)

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

A Payment Bond will only be required by the City if the waste material collection company selected to provide services will utilize an outside person, firm, corporation, or subcontractor to perform any labor or provide any services in relation to carrying out any duties or obligations under the waste material collection contract.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be in accordance with Section 23 of the Supplemental General Conditions and be authorized to transact business in the State of Arkansas.

NOTICE OF AWARD

To: _____

Contract Description:

DEMOLITION AND SITE CLEARANCE AT 12 BURNS DRIVE, CABOT, AR

The City considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of (as shown in Bid documents).

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____ 20_____.

City of Cabot, Arkansas, City

By: _____

Name: Ken Kincade, Mayor

Acceptance of Notice:

Receipt of the above Notice of Award is hereby acknowledged:

By: _____

Title: _____

this _____ day of _____ 20_____.

CERTIFICATE OF CITY ATTORNEY

I, the undersigned, **Ben Hooper**, the duly authorized and acting legal representative of the City of Cabot, Arkansas do hereby certify as follows:

I have examined the attached Contract(s), Bid Bond, Performance Bond, and Payment Bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney Signature

Date

NOTICE TO PROCEED

To: _____

DEMOLITION AND SITE CLEARANCE AT 12 BURNS DRIVE, CABOT, AR

You are hereby notified to commence work in accordance with the Agreement dated _____ day of _____ 20____, and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20_____.

City of Cabot, Arkansas

By: _____
Name: Ken Kincade, Mayor

Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged:

By: _____

Title: _____

this _____ day of _____ 20_____.

Contract

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the City of Cabot, Arkansas (hereinafter called the "City"), represented herewith by its duly elected and acting Mayor, Ken Kincade, and _____, qualified to do and actually doing business in the State of Arkansas (hereinafter called "Contractor"), herein represented by _____, its duly qualified and acting Agent.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows;

1. The Contractor is hereby granted approval by the City and shall furnish all personnel, labor, equipment, and all other items necessary to complete the Demolition and Site Clearance according to the terms of this Contract.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. Exhibit A – General Specifications
 - b. Exhibit B – Insurance Requirements
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The term of this Contract shall be from _____ (the "Effective Date") until _____.

IN WITNESS HEREOF, Ken Kincade, Mayor of the City of Cabot, Arkansas, hereunto subscribed his name, and _____, Authorized Agent of _____ has also hereunto subscribed his name on the date set forth after their signatures.

WITNESS:

CITY OF CABOT, ARKANSAS, CITY

By: _____
Ken Kincade, Mayor

Date: _____

WITNESS:

STATE OF ARKANSAS)
)SS
COUNTY OF _____)

CONTRACTOR

By: _____

Date: _____

SUBSCRIBED and AWORN to before me on this _____ day of _____ 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SEAL:

EXHIBIT A
GENERAL SPECIFICATIONS – INDEX

- 1.0 SCOPE OF WORK
- 2.0 COMPLIANCE WITH LAW
- 3.0 NON-DISCRIMINATION
- 4.0 RISK ALLOCATION AND INDEMNITY
- 5.0 LICENSES AND TAXES
- 6.0 MISCELLANEOUS TERMS

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 SCOPE OF WORK

- 1.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to abate/demolish and dispose of 12 BURNS DRIVE in accordance with the Contract Documents. Any and all structures located at 12 BURNS DRIVE are to be completely removed and properly disposed of at an approved disposal facility.

2.0 COMPLIANCE WITH LAW

- 2.01 The Contractor shall conduct operations under this Contract in compliance with all applicable laws of the State of Arkansas; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

3.0 NON-DISCRIMINATION

- 3.01 The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

4.0 RISK ALLOCATION AND INDEMNITY

- 4.01 The Contractor shall be responsible for any and all claims for personal injuries, death, or the loss of or damage to property to the extent caused by the Contractor's negligence, or acts of willful misconduct or those of its subcontractors or agents. The Contractor will indemnify the City and hold it harmless against any and all such claims, to the extent caused by the Contractor's negligence, or acts of willful misconduct or those of its subcontractors or agents.

5.0 LICENSES AND TAXES

- 5.01 The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State. The Contractor shall not charge sales tax to the City for services rendered.

6.0 MISCELLANEOUS TERMS

- 6.01 The Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that the Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 6.02 No intellectual property (IP) rights in any of Contractor's IP are granted to the City under this Contract.
- 6.04 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

- 6.05 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 6.06 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provisions shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 6.07 This Contract shall be interpreted and governed by the laws of the State of Arkansas. The parties agree that any action or suit arising out of or pertaining to any aspect of this Contract, specifically including but not limited to any action or suit relating to the performance, termination, or renewal of the Contract, shall be filed and heard in the Circuit Court of Lonoke County, Arkansas.
- 6.08 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, the Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B – Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$1,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$1,000,000 each occurrence
Combined – Single Limit	\$1,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A- "and a financial size category of at least VII. Upon the City's request, the Contractor shall furnish the City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured under the Automobile and General Liability policies; and (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City. In addition, the following requirements apply:

- A. The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- B. Coverage must be provided for Products/Complete Operations.
- C. The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.